



**COPY**

906 South 26th Street | Lincoln, NE 68510 | Phone: 402.483.5466 | Fax: 402.483.1722 | www.speecelewis.com

May 11, 2010

Attn: Mr. Alan Doll  
Dodge County Highway Supt.  
Dodge County Courthouse  
435 North Park - Room 204  
Fremont, NE 68025

26h  
MAY 19 2010

RE: Dodge County Soft Match Bridge Project  
Structure No. C002700720  
Located Between Sec. 15 & 16-T19N-R5E

Dear Mr. Doll:

I am sending you two copies of the Contract for the above project. Copies of the Performance Bond, Material Bond and Proof of Insurance are also enclosed.

Please have the Board sign all copies and return one copy to Husker Steel.

You may return the bid bond to Husker Steel.

If you have any questions, please give me a call.

Very truly yours,

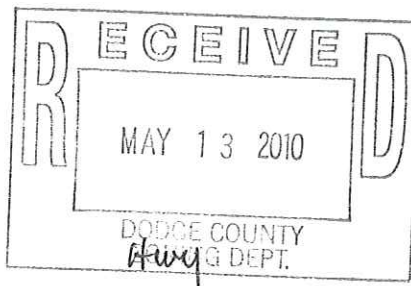
SPEECE-LEWIS ENGINEERS

A handwritten signature in cursive script that reads "Chris Lane".

Chris Lane, P.E.

CL/la

DO10-08



DIVISION 6

CONTRACT

This agreement, made and entered into in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between Dodge County, Nebraska, acting through its authorized Board of County Supervisors, party of the first part and hereinafter called the Owner or the County, and Husker Steel, authorizing agent, party of the second part and hereinafter called the Contractor.

The Supplier did, on the 3<sup>rd</sup> day of May, 2010, submit a proposal for furnishing materials for a bridge in Dodge County and other work incidental thereto as shown on Plans and Specifications entitled "Bid Documents and Specifications for Furnishing Materials for Dodge County Bridge, County Bridge No. C002700720, located between Sec. 15 & 16-T19N-R5E, Dodge County, Nebraska," and previously filed with the County Clerk, a copy of which proposal is hereto attached and made a part hereof. The amount of the proposal was \$ 117,821.00 and such amount is the amount of this contract with no additions or deletions except by written change order from the Engineer, and if any such change orders are written, they shall be at the unit prices outlined in the proposal or as negotiated with the Owner in writing.

In consideration of the following mutual agreements and covenants to be kept by each party, the Supplier agrees to furnish all work in accordance with said Plans and Specifications. The Owner agrees to pay the Supplier in accordance with the provisions of said specifications and the accepted proposal.

It is mutually agreed by each party hereto that all provisions of said Plans and Specifications shall be strictly complied with and conformed to the same as if rewritten herein, and that no substitution or change in said Plans and Specifications shall be made except upon written consent of the Owner's Engineer, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said Plans and Specifications.

This Contract is let subject to the following conditions:

R.O.W. acquisition and all permits received, if required.

In witness thereof, we the contracting parties by our agents hereto affix our signatures and seals.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2010 at \_\_\_\_\_.

BOARD OF COUNTY SUPERVISORS  
DODGE COUNTY

\_\_\_\_\_  
County Clerk

By \_\_\_\_\_  
Chairman

Witness:

HUSKER STEEL  
Supplier

Address: P.O. Box 36 Columbus NE  
68602

S. Kay Reininger

By [Signature]

DIVISION 5

PROPOSAL FOR DODGE COUNTY BRIDGE

FREMONT, NEBRASKA

Board of County Supervisors  
Dodge County Courthouse  
Fremont, NE 68025

Gentlemen:

The undersigned, having carefully examined the documents for furnishing materials and delivery of materials for a bridge in Dodge County, Bridge No. C002700720, located between Sec. 15 & 16-T19N-R5E, and any other work that may be incidental thereto, hereby propose to furnish all labor, transportation, materials and equipment required for the fabrication and delivery of all required bridge materials at the following unit prices. It is understood that if we are awarded the contract for this work, the contract will be of the lump sum type and such lump sum will be computed by multiplying the quantities shown by the unit prices proposed. The unit prices, therefore, govern in the tabulation shown below.

**All Bid Items are tied and will be awarded to one Supplier.**

All material specifications will satisfy the plans, bid documents and the "Standard Specifications for Highway Construction, State of Nebraska Department of Roads, 2007 English Units Edition", and all subsequent amendments.

The items listed below will include all labor, materials, fabrication, transportation to the site, and all other incidentals required to deliver the item.

Thrie Beam Guardrail for Bridges

(Will include all 5/8" bolts, nuts and washers required to install the guardrail.) 4 each End Flares will be provided subsidiary to the item "Safety Beam Guardrail, Type "C".

Structural Steel for Substructure

(Will include tie rods, abutment caps, sheet pile caps, wales, plates, nose angles, and all hardware associated with these items. **The fabricator will paint tie rods, turnbuckles and angle clips with a 3-mil dry-film thickness of primer. This is subsidiary to items for which direct payment is made. As an alternate, the fabricator may galvanize the tie rods, turnbuckles and angle clips as per the Special Provisions.)**

Rock Riprap, Type "B"

Broken concrete riprap which is free of protruding reinforcement and meets all Corps of Engineers requirements may be substituted for the rock riprap.

Steel Sheet Piling: The fabricator/supplier must provide a sheet pile layout indicating size and type. Painting not required by fabricator.

Bridge Rail Posts: Painting not required by fabricator.



<u>ITEM NO.</u>	<u>APPROXIMATE QUANTITY</u>	<u>ITEM WITH UNIT PRICE BID WRITTEN IN WORDS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>BRIDGE ITEMS – GROUP 6</u>				
S1-1.	1.000	Site Preparation, per lump sum	BY COUNTY	
S1-2.	1.000	Abutment Excavation, Abutment No. 1, per lump sum	BY COUNTY	
S1-3.	1.000	Abutment Excavation, Abutment No. 2, per lump sum	BY COUNTY	
S1-4.	12.800	Class 47B-3000 Concrete for Bridges, per cubic yard	BY COUNTY	
S1-5.	37.100	Class 47BD-4000 Concrete for Bridges, per cubic yard	BY COUNTY	
S1-6.	1.000	Steel Super Structure, per lump sum	\$ _____	\$ <u>31,295<sup>00</sup></u>
S1-7.	9,495.000	Reinforcing Steel for Bridges, per pound	\$ <u>40<sup>00</sup>/lb</u>	\$ <u>3798<sup>00</sup></u>
S1-8.	116.300	Thrie Beam Guardrail, per lump sum	\$ <u>80<sup>00</sup>/FT</u>	\$ <u>9304<sup>00</sup></u>
S1-9.	12,250.000	Structural Steel for Substructure, per pound	\$ <u>120<sup>00</sup>/lb</u>	\$ <u>14,700<sup>00</sup></u>
S1-10.	1,050.000	HP 10 x 42 Steel Piling, per linear foot	\$ <u>16<sup>50</sup>/FT</u>	\$ <u>17,325<sup>00</sup></u>
S1-11.	2,880.000	Steel Sheet Piling, per square foot	\$ <u>435<sup>00</sup>/SF</u>	\$ <u>12,528<sup>00</sup></u>
S1-12.	100.000	Test Pile, per linear foot	\$ <u>16<sup>50</sup>/FT</u>	\$ <u>1650<sup>00</sup></u>
S1-13.	2.000	Bridge Approach Section, per each	\$ <u>2000<sup>00</sup>@</u>	\$ <u>4000<sup>00</sup></u>
S1-14.	2.000	Melt, Type 1, per each	\$ <u>1300<sup>00</sup>@</u>	\$ <u>2600<sup>00</sup></u>
S1-15.	690.000	Riprap Filter Fabric, per square yard	\$ <u>150<sup>00</sup>/SY</u>	\$ <u>1035<sup>00</sup></u>

<u>ITEM NO.</u>	<u>APPROXIMATE QUANTITY</u>	<u>ITEM WITH UNIT PRICE BID WRITTEN IN WORDS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
S1-16.	555.000	Rock Riprap, Type "B", per ton	BY COUNTY	
S1-17.	805.000	Erosion Control, Class 1D, per square yard	BY COUNTY	
S1-18.	430.000	Silt Fence, Low Porosity, per linear foot	BY COUNTY	
S1-19.	132.000	Erosion Check, Type HV, per bale	BY COUNTY	
S1-20.	5,441.000	Earthwork Measured in Embankment, per cubic yard	BY COUNTY	
S1-21.	1.000	48" x 39' Culvert Pipe with Flared End Section on Inlet, 45° Elbow, 1-Culvert Connecting Band, per each	\$ _____	\$ <u>3255<sup>00</sup></u>
S1-22.	1.000	30" x 38' Culvert Pipe with Flared End Section on Inlet, 30° Elbow, 1-Culvert Connecting Band, per each	\$ _____	\$ <u>1440<sup>00</sup></u>
S1-23.	2.000	48" x 56' Culvert Pipe with Flared End Section on Inlet, 2 – 8° Elbows, per each	\$ <u>4357<sup>00</sup></u>	\$ <u>8714<sup>00</sup></u>
S1-24.	1.000	24" x 54' Culvert Pipe with Flared End Section on Inlet, 2 – 9° Elbows, per each	\$ _____	\$ <u>1203<sup>00</sup></u>
S1-25.	1.000	54" x 56' Culvert Pipe with Flared End Section on Inlet, 2° Elbow, per each	\$ _____	\$ <u>4974<sup>00</sup></u>
<b>TOTAL FOR PROJECT</b>			\$ <u>117,821<sup>00</sup></u>	

The County reserves the right to eliminate any item from the contract at no cost to the County.

If awarded the contract, the Supplier agrees to comply with the following requirements:

1. FAIR LABOR STANDARDS – Statement of Compliance  
73-102, R.R.S. Neb., 1990, et. seq.

The party contracting with Dodge County for the award of this public works project shall file with Dodge County and acknowledges by execution of this agreement that it has filed with Dodge County a statement that it will comply with, and continue to comply with, all fair labor standards in the pursuit of its business and has done so in the execution of this contract on which it is bidding. The party executing this contract with Dodge County further provides that in the execution of this contract all fair labor standards shall be maintained. The parties agree to comply with Section 73-102, R.R.S. Nebraska, 1990, et. seq.

2. PUBLIC CONSTRUCTION BOND REQUIRED FOR BENEFIT OF LABORERS, MECHANICS AND MATERIAL MEN  
52-118, R.R.S. Neb., (1992 Cum. Supp) et. seq.

It is fully understood by both parties to this agreement that Dodge County will require a payment bond in all contracts in which the erecting, furnishing or repairing of any public building, bridge, highway or other public structure or improvement is taking place, to which the general provisions of the mechanics lien laws do not apply and when the mechanics and laborers have no lien to secure the payment of their wages and suppliers who furnish material and who lease equipment for such work have no lien to secure payment, therefore, it is hereby made a requirement that the contracting party, persons, firm or corporation to provide a bond, in a sum not less than the contract price, with a corporate surety company conditioned for the payment of all laborers and mechanics for labor that shall be performed under this contract. If this bond is not provided, this contract is null and void and said bond shall be filed and approved prior to the commencement of work. If any work is performed prior to making, filing and approving of this bond, the County will incur no liability or expense for said work. This is provided according to Section 52-118, R.R.S. Nebraska (1992 Cum. Supp.), et. seq. This labor and material payment bond referred to above shall not be required for any project bid or proposed by the County which has a total cost of \$5,000 or less unless a specific bond requirement is required in the specifications for the project.

3. UNEMPLOYMENT COMPENSATION CONTRIBUTIONS  
48-657, R.R.S. Neb., 1988 (1993 Supp.)

It shall be the responsibility of the contracting party, persons, firm or corporation who has contracted with Dodge County pursuant to this agreement to pay to the Unemployment Compensation Fund of the State of Nebraska unemployment contributions and interest due under the Employment Security Law on wages paid to individuals employed in the performance of this contract. It is understood by both Dodge County and the contracting party that before final payment may be made on the final 3% of this contract, there must be received from the Contractor a written clearance from the State Labor Commissioner certifying that all payments then due of contributions or interest which may have arisen under this contract have been made by the Contractor or his or her Subcontractor to the Unemployment Compensation Fund. These contractual requirements are pursuant to Section 48-657, R.R.S. Nebraska, 1988 (1993 Supp).

4. NON DISCRIMINATION CLAUSE  
48-1122, R.R.S. Neb., (1988)

The individual or firm receiving this contract and his or her Subcontractor hereby agree not to discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to hiring, tenure, terms, conditions, or privilege or employment because of race, color, religion, sex, disability, or national origin.



If awarded the Contract, we will furnish bond and certificates of insurance as outlined in the specifications.

As evidence of good faith, we herewith submit BID BOND for \$ 5891<sup>05</sup> being five (5) percent of the total bid which shall become the property of Dodge County, Nebraska in the event an award is offered within thirty (30) days after the bid opening and the undersigned refuses to enter into a contract with Dodge County.

Respectfully submitted,

Estimated date for Furnishing and  
Delivery of Substructure Materials:

MAY 12 2010

Estimated date for Furnishing and  
Delivery of Superstructure Materials:

JUNE 18, 2010

Estimated Date for Furnishing All  
Remaining Materials:

JUNE 18, 2010

By MIKE ROWE SR GEN MGR  
NAME TITLE

HUSKER STEEL  
COMPANY

P.O. Box 36 Columbus, NE 68602  
ADDRESS

402-564-3271  
TELEPHONE

NOTE: Required date for furnishing and delivery of all materials is 45 days after contract is awarded.

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
**Husker Steel, Inc., P.O. Box 36, Columbus, NE 68602-0036**  
as Principal, hereinafter called the Principal and  
**Berkley Regional Insurance Company, P.O. Box 1594, Des Moines, IA 50306**

a corporation duly organized under the laws of the State of **Delaware**  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
**Treasurer of Dodge County, Fremont, NE**

as Oblige, hereinafter called the Oblige, in the sum of **five percent of the amount bid**

Dollars (\$ -5%-)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has submitted a bid for **Dodge County Bridge No. C002700720**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **3rd** day of **May** **2010**

**HUSKER STEEL, INC.**

(Principal)

*M. R. Rowe*  
(Witness)

*M. Rowe* *GEN MGR*  
(Title) (Seal)

**BERKLEY REGIONAL INSURANCE COMPANY**

*Robert T. Cirone*  
(Witness)

*Robert T. Cirone*  
(Title) (Seal)

**Robert T. Cirone, Attorney-in-Fact**



POWER OF ATTORNEY  
BERKLEY REGIONAL INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Robert T. Cirone, James M. King, Suzanne P. Westerholt or Jacob Buss of Gene Lilly Surety Bonds, Inc. of Lincoln, NE*

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Ten Million and 00/100 Dollars (\$10,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

**"RESOLVED**, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28 day of July, 2009.

Attest:

(Seal)

By

Ira S. Lederman  
Senior Vice President & Secretary

Berkley Regional Insurance Company

By

Robert P. Cole  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 28 day of July, 2009, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

**EILEEN KILLEEN**

**NOTARY PUBLIC**

Eileen Killeen  
MY COMMISSION EXPIRES JUNE 30, 2012 Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 2nd day of May, 2010.

(Seal)

Steven Coward  
Steven Coward

## Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group, LLC is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of this bond, please call (866) 768-3534 or email [BSGInquiry@wrbsurety.com](mailto:BSGInquiry@wrbsurety.com)

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

Berkley Surety Group, LLC  
412 Mount Kemble Avenue  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

Or

email [BSGClaim@wrbsurety.com](mailto:BSGClaim@wrbsurety.com)

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.

Bond # 0148221

## THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

**Performance Bond**

KNOW ALL PERSONS BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

**Husker Steel, Inc., PO Box 36, Columbus, NE 68602-0036**

as Principal, hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

**Berkley Regional Insurance Company, PO Box 1594, Des Moines, IA 50306**

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

**Board of County Supervisors, Dodge County, 435 North Park, Fremont, NE 68025**as Obligee, hereinafter called Owner, in the amount of **One Hundred Seventeen Thousand Eight Hundred Twenty-One And 00/100-----**Dollars (\$117,821.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated **2010**, entered into a contract with Owner for**Furnishing Materials for Dodge County Bridge No. C002700720**

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as Contract.



NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not

exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 7th day of May, 2010.

HUSKER STEEL, INC.

(Principal)

(Seal)

S. Kay Reininger  
(Witness)

M. ROWE  
(Title) PRES

BERKLEY REGIONAL INSURANCE COMPANY

(Surety)

(Seal)

Sammy Newbert  
(Witness)

By J. J. Buss  
Jacob J. Buss

Attorney-in-Fact

# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL PERSONS BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

**Husker Steel, Inc., PO Box 36, Columbus, NE 68602-0036**

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

**Berkley Regional Insurance Company, PO Box 1594, Des Moines, IA 50306**

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

**Board of County Supervisors, Dodge County, 435 North Park, Fremont, NE 68025**

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

**One Hundred Seventeen Thousand Eight Hundred Twenty-One And 00/100-----**

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$117,821.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated **2010**, entered into a contract with Owner for

**Furnishing Materials for Dodge County Bridge No. C002700720**

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of

business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 7th day of May, 2010.

HUSKER STEEL, INC.

(Principal)

(Seal)

S. Kay Greuninger  
(Witness)

M. Rowe

M. ROWE (Title) PRES.

BERKLEY REGIONAL INSURANCE COMPANY

(Surety)

(Seal)

Sammy Husebut  
(Witness)

By

Jacob J. Buss

JJB

Attorney-in-Fact



POWER OF ATTORNEY  
**BERKLEY REGIONAL INSURANCE COMPANY**  
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Robert T. Cirone, James M. King, Suzanne P. Westerholt or Jacob Buss of Gene Lilly Surety Bonds, Inc. of Lincoln, NE*

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Ten Million and 00/100 Dollars (\$10,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

**"RESOLVED**, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28 day of July, 2009.

Attest:

(Seal)

By

Ira S. Lederman  
 Senior Vice President & Secretary

Berkley Regional Insurance Company

By

Robert P. Cole  
 Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 28 day of July, 2009, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

**EILEEN KILLEEN**  
**NOTARY PUBLIC**  
 MY COMMISSION EXPIRES JUNE 30, 2012 Eileen Killeen  
 Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 7th day of May, 2010.

(Seal)

Steven Coward  
 Steven Coward



# ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/12/2010

<b>PRODUCER</b> FOLDA & CO. PO BOX 0388 SCHUYLER, NE. 68661 BRAD NELSON		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> HUSKER STEEL, INC. PO BOX 36 COLUMBUS, NE. 68602-0036		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: EMC INSURANCE COMPANIES INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3D82482	01/01/2010	01/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	3E82482	01/01/2010	01/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	3J82482	01/01/2010	01/01/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	3H82482	01/01/2010	01/01/2011	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Dodge County Soft Match Bridge Project  
Structure No. C002700720

## CERTIFICATE HOLDER

Dodge County  
435 N. Park  
Fremont, NE 68025

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Brad Nelson*